

IN THE DISTRICT OF THE VIRGIN ISLANDS  
DIVISION OF ST. CROIX

CASE NO. 08-00035-CV-BARTLE

LINDA I. VALERINO,

Plaintiff,

vs.

ERIC HOLDER, In his Official Capacity  
As United States Attorney General,

Defendant.

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**NOTICE OF FILING SETTLEMENT AGREEMENT**

Defendant Eric Holder, in his official capacity as United States Attorney General, and the United States Marshal Service (hereinafter "USMS") by and through the undersigned Assistant United States Attorney, hereby file the attached Stipulation for Compromise Settlement and Release.

Dated: December 24, 2014  
Miami, Florida

Respectfully submitted,

WIFREDO FERRER  
UNITED STATES ATTORNEY

By: s/ Stephanie I. R. Fidler  
STEPHANIE I.R. FIDLER  
Assistant United States Attorney  
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Email: Stephanie.Fidler@usdoj.gov

**CERTIFICATE OF SERVICE**

I HEREBY certify that on December 24, 2014, I electronically filed the foregoing with the Clerk of the Court using CM/ECF which will generate service upon:

Linda Valerino, *Pro se*



*s/ Stephanie I. R. Fidler*  
STEPHANIE I. R. FIDLER  
ASSISTANT UNITED STATES ATTORNEY

IN THE DISTRICT OF THE VIRGIN ISLANDS  
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As United States Attorney General,

Defendant.

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**STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE**

It is hereby stipulated by and between the undersigned Plaintiff, Linda I. Valerino, ("Plaintiff"), and Defendant Eric Holder, in his official capacity as United States Attorney General and the United States Marshal Service (hereinafter "USMS"), as follows:

1. The parties do hereby agree to settle and compromise each and every claim arising from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Stipulation for Compromise Settlement and Release ("Stipulation").

2. USMS agrees to pay Plaintiff the sum of \$350,000.00 (three hundred and fifty thousand dollars) for all claims that were brought in Court as a result of the facts alleged in Plaintiff's Third Amended Complaint and any amendments thereto, which sum shall be in full settlement and satisfaction of any and all causes of action arising from, and by reason of, any and all injuries or damages and the consequences thereof, resulting, and to result, from the subject

matter of this settlement as described in the facts alleged in Plaintiff's Third Amended Complaint.

3. Plaintiff also agrees not to seek any future employment in the USMS nor to seek to serve as a Contractor with the USMS, nor to seek to serve as a Court Security officer in any location in the continental United States or any territory thereof for a period of five (5) years from the signing of this Stipulation.

4. Plaintiff hereby further agrees to accept the foregoing terms set forth in this Stipulation in full settlement and satisfaction of any and all causes of action in the Third Amended Complaint against the USMS, its agents, servants and employees. The only lawsuit which Plaintiff will be allowed to maintain is the appeal of Valerino v. Holder, Case No 1:14cv89 originally filed in the Eastern District of Virginia and now pending on appeal in the United States Court of Appeals for the Fourth Circuit Valerino v. Holder 14-1851 or any court in which that litigation is transferred, to include a transfer to the Eastern District of Virginia or D.C. district court, or any appeal to the U.S. Supreme Court.

5. This Stipulation constitutes the complete understanding of the parties. Plaintiff acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with the decision to accept this Stipulation, except for those expressly set forth in this Stipulation. This Stipulation may not be modified, altered, or changed except upon express written consent of both parties. This Stipulation is a joint product and will not be construed as being drafted by either party.

6. Plaintiff confirms that she has read this Stipulation and that she fully understands its terms and conditions. Plaintiff acknowledges that she knowingly and voluntarily signs the Stipulation.

7. This Stipulation is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the USMS, its agents, servants, or employees, and, it is specifically denied that they are liable to the Plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under Title VII of the Civil Rights Act of 1964 in the above-captioned matter.

8. It is also agreed, by and among the parties that the respective parties will each bear any costs, fees, and expenses not specifically provided for in this Stipulation and that any such additional costs or fees owed by the Plaintiff to any person or entity concerning this litigation will be paid out of the settlement amount and not in addition thereto.

9. Plaintiff understands that the settlement amount will be paid to the Registry of the Court and will remain there pending resolution of all attorney fee disputes and any liens arising out of her litigation, after which, the Court will direct the distribution of settlement proceeds.

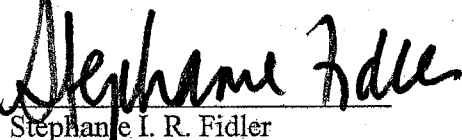
10. The persons signing this Stipulation warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement.

11. Plaintiff agrees to join the Defendant in filing a Notice of Dismissal to the Court in this action. Plaintiff will stipulate to the dismissal of this civil action with prejudice, each party to bear its own attorney's fees and costs. Plaintiff understands that the term "with prejudice" means that she cannot ever again bring suit with respect to any claim which she has made or could have made in the above-encaptioned matter. Plaintiff waives her right to further prosecution in this matter.

12. The parties agree that this Stipulation, including all the terms and conditions of this compromise settlement may be made public in their entirety, and the Plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

WIFREDO A. FERRER  
UNITED STATES ATTORNEY

By:



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Counsel for Defendant

Date:

12/24/2014



Linda Valerino  
Pro se

Date:

12/24/14

